

July 12, 2012

To: Prospective Offerors

Subject: Solicitation number **SEG300-2012-R-0017**

Enclosed is a Request for Proposals (RFP) for Make ready services (minor maintenance and repair of residences). To submit a proposal:

- follow the instructions in Section L of the solicitation,
- complete the required portions of the attached document, and
- submit your proposal to the address shown on the Standard Form 1442 that follows this letter.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions. However, we may hold discussions with companies in the competitive range if there is a need to do so.

Proposals are due by August 12th, 2012 at noon time.

Sincerely,

Myron Hirniak
Contracting Officer

Enclosure
As Stated.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	SEG300-2012-R-0017	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	07/12/2012	1/120
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO		
Procurement & Contracting Office American Embassy Cairo 8 Kamal El Din Salah Street Garden City, Cairo, Egypt		Same as item 7		
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)		
	Medhat B. Samine	27972993		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

This is a firm fixed price contract for all make ready services for residence for the American Embassy, Cairo, Egypt.

11. The contractor shall begin performance <u>7</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>12:00 PM</u> (hour) local time <u>August 12th, 2012</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>30</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
------------------------------------------------------------------------	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM Block 7	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	
26. ADMINISTERED BY Facilities Management Office		27. PAYMENT WILL BE MADE BY Financial Management Office	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print) Myron Hirniak	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The contractor shall provide personnel, supplies and equipment for all make-ready services for residences for the American Embassy, Cairo as described in Sections B and C of this contract, and the exhibits in Section J.

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity type contract for make-ready. The contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders may be necessary for emergencies, however, they shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the location and type of work requested (see Section B.4 and the example in Section J, Exhibit 2).

The contract will be for a one-year period from the date of the contract award, with 4 (four) one-year options. For each effective year of the contract, the U.S. Government guarantees a minimum order of **\$3000.00** worth of services. The maximum amount of services ordered under each year of the contract will not exceed **\$500,000.00** worth of services.

B.3 PRICES/COSTS

Each year the American Embassy in Cairo has approximately 320 residential apartments and houses located in Dokki, Zamalek, Mohandessin and Maadi. These residences range in size from 200- 400 square meters and approximately 40% of these apartments are in need of a make ready service prior to the arrival of a new occupant. This make ready normally consists of painting, cleaning, repairing and checking all apartments prior to occupancy. The estimate for the type of work described above and quantity of work is an estimate only and does not obligate the Government to issue any specific number of task orders against the contract.

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in section C.5. The prices listed below shall include

all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

B.3.1 CURRENCY

All prices shall be in Egyptian Pounds.

B.3.2 BASE YEAR PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

CLIN	Description of Service	Unit of Measure	Price per Unit in LE	Estimated Quantity	Total Estimated Price
001	Clean old paint, repair plaster, prime and smooth surface include walls, ceiling, trim, damaged walls , apply (1-2) coat of paint. See C.2.1& Exhibit 4/7	Square meter		900.00	
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Square meter			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Square meter			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Square meter			

006	Varnishing/shellacking of woodwork, following surface preparation (See Exhibit 4-9)	Square meter		90.00	
007	Painting of textured surfaces, one coat, (oil-based) paint, (glossy)	Square meter			
008	Janitorial/Cleaning services (see Section C.2.4)	Square meter			
009	Plumbing services (see Section C.2.5 & Exhibit 4-12)	Per fixture			
010	Electrical services & grounding (see Section C.2.6 & Exhibit 4-13)	Per outlet / point			
011	HVAC services (see Section C.2.7 & Exhibit 4-2)	Per Unit			
012	Carpentry services (see Section C.2.8 & Exhibit 4-5)	Per unit			
013	Masonry services (see Section C.2.11& Exhibit 4-1)	Square meter			
014	Aluminum Doors and windows (see & Exhibit 4-6)	Square meter			

Total of all line-item prices: _____

Base Year Total: _____

B.3.3 FIRST OPTION YEAR PRICES

CLIN	Description of Service	Unit of Measure	Price per Unit in LE	Estimated Quantity	Total Estimated Price
001	Clean old paint, repair plaster include walls, ceiling, trim, damaged walls , prime and smooth surface, apply (1-2) coat of () paint. See C.2.1& Exhibit 4-7	Square meter		900.00	
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Square meter			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Square meter			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Square meter			
006	Varnishing/shellacking of woodwork, following surface preparation (See Exhibit 4-9)	Square meter		90.00	
007	Painting of textured surfaces, one coat, (oil-based) paint, (glossy)	Square meter			
008	Janitorial/Cleaning services (see Section C.2.4)	Square meter			
009	Plumbing services (see Section C.2.5 & Exhibit 4-12)	Per fixture			

010	Electrical services (see Section C.2.6 & Exhibit 4-13)	Per outlet/ point			
011	HVAC services (see Section C.2.7 & Exhibit 4-2)	Per unit			
012	Carpentry services (see Section C.2.8 & Exhibit 4-5)	Per unit			
013	Masonry services (see Section C.2.11& Exhibit 4-1)	Square meter			
014	Aluminum Doors and windows (see & Exhibit 4-6)	Square meter			

Total of all line-item prices: _____

First Option Year Total: _____

B.3.4 SECOND OPTION YEAR PRICES

CLIN	Description of Service	Unit of Measure	Price per Unit in LE	Estimated Quantity	Total Estimated Price
001	Clean old paint, repair plaster include walls, ceiling, trim, damaged walls , prime and smooth surface, apply (1-2) coat of () paint. See C.2.1& Exhibit 4-7	Square meter		900.00	
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation (See C.2.1& Exhibit 4-11	Square meter			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Square meter			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Square meter			
006	Varnishing/shellacking of woodwork, following surface preparation See (See Exhibit 4-9)	Square meter		90.00	
007	Painting of textured surfaces, one coat, (oil-based) paint, (glossy)	Square meter			
008	Janitorial/Cleaning services (see Section C.2.4)	Square meter			
009	Plumbing services (see Section C.2.5 & Exhibit 4-9 &12)	Per fixture			
010	Electrical services (see Section C.2.6 & Exhibit 4-13)	Per outlet / point			

011	HVAC services (see Section C.2.7 & Exhibit 4-2)	Per unit			
012	Carpentry services (see Section C.2.8 & Exhibit 4-5)	Per unit			
013	Masonry services (see Section C.2.11 & Exhibit 4-1)	Square meter			
014	Aluminum Doors and windows (see & Exhibit 4-6)	Square meter			

Total of all line-item prices: _____

Second Option Year Total: _____

B.3.5 THIRD OPTION YEAR PRICES

CLIN	Description of Service	Unit of Measure	Price per Unit in LE	Estimated Quantity	Total Estimated Price
001	Clean old paint, repair plaster, prime and smooth surface include walls, ceiling, trim, damaged walls , apply (1-2) coat of () paint. See C.2.1& Exhibit 4-7	Square meter		900.00	
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation (See C.2.1& Exhibit 4-11	Square meter			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Square meter			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Square meter			
006	Varnishing/shellacking of woodwork, following surface preparation See (See Exhibit 4-9)	Square meter		90.00	
007	Painting of textured surfaces, one coat, (oil-based) paint, (glossy)	Square meter			
008	Janitorial/Cleaning services (see Section C.2.4)	Square meter			
009	Plumbing services (see Section C.2.5 & Exhibit 4-9 &12)	Per fixture			

010	Electrical services (see Section C.2.6 & Exhibit 4-13)	Per outlet /point			
011	HVAC services (see Section C.2.7 & Exhibit 4-2)	Per unit			
012	Carpentry services (see Section C.2.8 & Exhibit 4-5)	Per unit			
013	Masonry services (see Section C.2.11& Exhibit 4-1)	Square meter			
014	Aluminum Doors and windows (see & Exhibit 4- 6)	Square meter			

Total of all line-item prices: _____

Third Option Year Total: _____

B.3.6 FOURTH OPTION YEAR PRICES

CLIN	Description of Service	Unit of Measure	Price per Unit in LE	Estimated Quantity	Total Estimated Price
001	Clean old paint, repair plaster include walls, ceiling, trim, damaged walls , prime and smooth surface, apply (1-2) coat of () paint. See C.2.1& Exhibit 4-7	Square meter		900.00	
002	Painting walls, one coat, (oil-based) paint, (glossy) finish, following surface preparation (See C.2.1& Exhibit 4-11	Square meter			
003	Painting ceilings, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Square meter			
004	Painting trim/baseboards, one coat, (oil-based) paint, (glossy) finish, following surface preparation	Linear meter			
005	Painting of damaged surfaces (resin or plastic-based paint/Kilz or equal)	Square meter			
006	Varnishing/shellacking of woodwork, following surface preparation See (See Exhibit 4-9)	Square meter		90.00	
007	Painting of textured surfaces, one coat, (oil-based) paint, (glossy)	Square meter			
008	Janitorial/Cleaning services (see Section C.2.4)	Square meter			
009	Plumbing services (see Section C.2.5 & Exhibit 4-9 &12)	Per fixture			

010	Electrical services (see Section C.2.6 & Exhibit 4-13)	Per outlet/ point			
011	HVAC services (see Section C.2.7 & Exhibit 4-2)	Per unit			
012	Carpentry services (see Section C.2.8 & Exhibit 4-5)	Per unit			
013	Masonry services (see Section C.2.11& Exhibit 4-1)	Square meter			
014	Aluminum Doors and windows (see & Exhibit 4- 6)	Square meter			

Total of all line-item prices: _____

Fourth Option Year Total: _____

Base Year Total: _____

First Option Year Total: _____

Second Option Year Total: _____

Third Option Year Total: _____

Fourth Option Year Total: _____

Grand Total Price for all Years: _____

B.4 ORDERING - The Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance." All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders orally but will be confirm them in writing within three days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The contractor shall be responsible for any errors that might have been avoided by such a survey/review. The contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting Officer shall issue task orders for make-ready services on an as-needed basis. See the sample task order at Section J, Exhibit 2. Task orders shall include:

- (a) Date of order
- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Amount of work (square meters or linear meters)
- (f) Point of contact for questions

B.4.4 COMPLETION DATE - The contractor shall complete all services on individual housing units within ten (10) days of receipt of a task order. The time period specified above shall not begin until the contractor is afforded reasonable access to the work site.

The time period specified above may be shortened if mutually agreed to by the contractor and the Government.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 GENERAL - The **American Embassy Cairo** requires a make-ready service contractor to perform task orders on US Government owned and leased properties.

The contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

C.1.2 ENGLISH SPEAKING REPRESENTATIVE - The contractor shall designate an English speaking representative who shall supervise the contractor's workforce and be the contractor's liaison with the Government.

The designated representative shall be located on site in an office designated by the Contracting Officer during normal working hours (see Section F.8) and shall have supervision as its sole function during the times while on duty. The contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

C.1.2. PERSONNEL - The contractor shall be responsible for providing qualified technicians for each trade with relevant experience to perform make-ready services for task orders issued under this contract. Helper positions do not need to meet the experience requirement.

C.1.3 DEFINITIONS (see also FAR clause 52.202-1, Alt. 1 [April 1994], cited in I.1)

HVAC - Heating Ventilation and Air Conditioning.

Make-ready Services – Preparation of residential units for occupancy, including all items in this contract.

C.2 STANDARDS

C.2.1 APPLICABLE PAINTING STANDARDS AND PAINT SPECIFICATIONS

C.2.1.1 LOCAL/INDUSTRY PAINTING STANDARDS N/A

C.2.1.2 PAINT SPECIFICATIONS

Paint all paint able wall surfaces, ceilings, doors, closets, and cabinets with unleaded paint provided by the American Embassy. All painted surfaces will be free of any runs or imperfections.

C.2.1.3 PREPARATION AND PROTECTION OF WORK AREA

Paint used shall be products of “JOHTUN”, “SCIB”, or equal for the same existing color. Paint all paint able wall surfaces, ceilings, doors, closets and cabinets with unleaded paint shall be contractor furnished. All painted surfaces will be free of any runs or imperfections.

The contractor shall remove furnishings (such as furniture, rugs) first or protect them by protective covering. The contractor shall also protect floors from soiling and paint spills. The contractor shall not wash wooden floors under any circumstances. To protect floors (of all types) from damage, the contractor shall use a suitable protective cover and provide ladders and scaffolding with clean rubber shoes or similar protection devices.

If the contractor spills any paint, or in any way soils the floors, a specialist floor finishing company at the contractor’s expense shall perform the clean up. After completion of the painting work, the contractor shall return all furnishings to their original position, and clean the work area free of litter and debris.

C.2.1.4 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

(a) INTERIOR AND EXTERIOR PAINTING

Paint surfaces as directed by the task order. Match paint to similar adjacent materials or surfaces.

(1) "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

(2) **Product Data:** The contractor shall submit manufacturer's technical information, label analysis, and application instructions for each paint material proposed for use to the COR, prior to starting work. As an attachment, list each material and cross-reference specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.

(3) **Single Source Responsibility:** Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

(4) **Material Quality:** Provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification will not be acceptable.

(5) Deliver materials to the job site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with trade name and manufacturer's instructions.

(6) Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

(7) **Project Conditions:** Do not apply paint when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. Apply paint only in temperatures in accordance with manufacturer's specifications.

(8) Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.

(9) **Preparation:** Remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping prior to surface preparation and painting (taping includes windows, door jams, etc.).

(10) Clean and prepare surfaces to be painted following manufacturer's instructions before applying paint or surface treatments. Remove oil, dust, and direct, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, the contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, or chipping. All surfaces must be clean and dry. Schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.

(11) Notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical switches and plugs with new covers after painting.

(12) **Materials Preparation:** Mix and prepare paint following manufacturer's directions.

(13) **Application:** Apply paint following manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

(i) Unless otherwise specified, the contractor is to use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, doorframes, and window frames. A flat or satin flat latex base paint (containing no lead or mercury) is to be used in the remainder of the unit. The color to be used must be consistent with the balance of the room, which will normally be off-white. Contractor shall provide samples of the color of the type of material to be painted before actual paint date is scheduled.

(ii) On exterior surfaces, apply a high quality exterior grade latex base paint that matches as closely as possible to the existing color on the exterior of the property, or a color as otherwise specified by the COR. Before painting, scrape, sand, fill and prime the surface with a latex base primer. The contractor should plan on extensive preparatory work before painting. Do not apply exterior paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.

(iii) Provide finish coats that are compatible with primers used.

(iv) The number of coats and film thickness required is the same regardless of application method. Do not apply succeeding coats until previous coat has cured. Sand between applications where required to produce a smooth, even surface.

(v) Apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.

(14) **Scheduling Painting:** Apply first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not re-coat until paint has dried.

(15) **Minimum Coating Thickness:** Apply materials at the manufacturer's recommended spreading rate. Provide total dry film thickness of the system as recommended by the manufacturer.

(16) **Prime Coats:** Before application of finish coats, apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and has not been prime coated.

(17) **Brush Application:** Brush out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, laps, brush marks, runs,

sags, ropiness, or other surface imperfections. Draw neat glass lines and color breaks.

(18) Apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

(19) **Mechanical Applications:** Use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

(20) Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment to build up film thickness of two coats in one pass, unless recommended by the manufacturer.

(21) Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing, scraping or other methods, using care not to scratch or damage adjacent finished surfaces.

(22) Remove temporary protective wrappings after completion of painting operations.

(b) DRYWALL/PLASTER REPAIR

Patch defective drywall with a similar thickness and fire rated drywall. Joints must be taped in a manner so they are not readily visible. The patch must be textured with a texture consistent with the rest of the surface being patched. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

(c) TEXTURE ONLY - WALLS

Occasionally, the Government may require a wall to be textured that has not previously been textured. The contractor shall prepare the wall by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the contractor shall furnish and apply a texture type material. If any other walls within that room are textured, the texture material shall closely match the texture of any other existing textured walls in that room. The minimum assignment for this requirement will be one room within a unit.

(d) TEXTURE ONLY - CEILING

Occasionally, the Government may require that a ceiling be textured that has not previously been textured. The contractor shall prepare the ceiling by filling and sanding any small holes or cracks with a suitable "non-shrinking" material. After preparatory work, the contractor shall furnish and apply an "acoustic" type texture. The minimum assignment for this requirement will be one room within a unit.

(e) PAINT EXTERIOR TRIM

Apply a high quality exterior grade latex base paint that matches as closely as possible the existing color on the exterior trim of the property, or a color as specified by the COR. The trim is to be scraped, sanded, filled, and primed with a latex base primer, prior to painting. The contractor should plan on extensive preparatory work prior to painting. The specifications for exterior paint apply, unless otherwise specified.

(f) REMOVE WALL COVERING

By task order, remove the designated wall covering (such as wallpaper, cork, mirror, and tile). After removing the wall covering the area shall be cleaned and made ready for painting. The contractor shall remove and properly dispose of the old wall covering.

(g) PLASTER

Repair any damaged interior or exterior plaster as directed by the COR. The plaster material shall be of a similar material that matches as closely as possible the existing plaster in texture and color.

(h) STUCCO

Repair any damaged stucco and remove any loose stucco before applying paint.

C.2.2 CARPET REPLACEMENT STANDARDS N/A

C.2.3 CARPET CLEANING STANDARDS N/A

C.2.4 JANITORIAL/CLEANING STANDARDS

The contractor shall complete the following requirements and the checklist in Section J, Exhibit 4. All cleaning shall use appropriate industrial-quality cleaning supplies.

The following items and areas shall be cleaned:

- (a) Clean:
 - (1) all sinks, showers and other porcelain surfaces,
 - (2) mirrors,
 - (3) tile surfaces,
 - (4) fixtures in bathrooms, kitchens and other areas,
 - (5) installed appliances;
- (b) vacuum all carpets,
- (c) mop all floors,
- (d) dust all closets, cabinets, and furniture;
- (e) polish wood surfaces on cabinets and furniture,
- (f) polish fixtures; and
- (g) clean all balconies and other private outside areas.

C.2.5 PLUMBING SERVICES

The contractor shall perform the following plumbing inspection and repairs and use the checklist in Section J, Exhibit 4.

- (a) Inspect all plumbing work including:
 - pipes, ducts, valves, dampers, fittings, waste water and sewer lines, traps, catch basins, hot water heaters, toilet fixtures, plugs, chains, hoses, down-spouts, and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions;
- (b) Provide routine service such as:
 - retightening, caulking, lubricating, and performing first echelon maintenance.

The contractor shall furnish all supplies and equipment needed for the repairs.

C.2.6 ELECTRICAL SERVICES

The contractor shall perform the following electrical services and use the checklist in Section J, Exhibit 4.

- (a) Evaluate the operating condition and safety of all systems and equipment, including:

- electrical outlets, switches, wiring, installed appliances, doorbells, intercoms, ceiling fans, light fixtures, water heaters, circuit breakers, fuse boxes and feed line connections.
- (b) Make basic repairs, including:
- resetting circuit breakers or replacing fuses, fixing loose connections, replacing switches, etc.

The contractor will provide all materials.

C.2.7 HVAC SERVICES

The contractor shall perform the following HVAC services using the checklist in Section J, Exhibit 4.

- (a) Inspect all HVAC work including:
- pipes, ducts, valves, filters, dampers, fittings, waste water and sewer lines, traps, catch basins, toilet fixtures, down-spouts, and gutters for clogging and loose joints, restrictions, leaks, and other faulty conditions;
- (b) provide routine servicing such as
- retightening, caulking, lubricating, replacing and/or washing filters, and performing first echelon maintenance.

The contractor shall furnish all supplies and equipment needed for the repairs.

Note the following specific requirements

- (a) Inspect pumps for abnormal temperature, vibration, noise, and other trouble symptoms, and adjusting as necessary.
- (b) Inspect valves for restriction, leaks and other trouble symptoms, and adjusting as necessary.
- (c) Inspect cooling towers, checking condition of cooling water, if dirty replacing with clean water.
- Clean strainers when replacing cooling water. Ensure that the water treatment equipment is properly working and that the water is being treated in accordance with manufacturer's recommendations.

(d) Perform cleaning, washing and/or replacing of all air filters for, air handling and fan coil units. The term "cleaning" means "dusting" where unwashable filters are used, "washing", where washable filters are used, and "replacing" where unwashable/throwaway filters are used.

(e) Make insulation tests, adjust relays, reset circuit breakers, and clean contact surfaces.

C.2.8 CARPENTRY SERVICES

The contractor shall perform the following carpentry services using the checklist in Section J, Exhibit 4.

(a) The contractor shall inspect all:

- wood cabinets, closets, doors, moldings, panels, fixtures, furniture pieces, stairways, including railings, balustrades, treads, risers and nosings, along with all doors in the residence. Also, inspect all toilet paper holders, soap trays, towel racks, shower curtain rods, toilet seats, medicine cabinets, venetian blind brackets, clothing rails, curtain rods, and any other like items.

(b) All necessary minor repairs shall be made to all items listed above, including:

- repairing, adjusting and/or replacing hinges, latches, closet rods, shelves, moldings and wood panels, cracks and chips, bathroom fixtures, curtain rods and venetian blinds, and caulking and staining repaired areas to match the color of the original wood.

C.2.9 ROOFING SERVICES

The contractor shall perform the following roofing services using the checklist in Section J, Exhibit 4.

(a) The contractor shall inspect:

(1) the roof and eaves for leaks or other evidence of damage.

(2) Inspect all rain gutters and water drains for blockages and leaks, and inspect all water catchers for proper positioning.

(b) The contractor shall make minor repairs to:

(1) The roof membrane, including patching leaks, repairing shingles

(2) Rain gutters and drains.

(3)

C.2.10 GARDENING SERVICES

The contractor shall perform the following gardening services using the checklist in Section J, Exhibit 4.

The contractor shall:

- (a) Clean trash and debris from all lawn, yard, and garden areas.
- (b) Mow lawns, trim hedges, prune trees, and remove weeds to present a neat and orderly appearance to the areas.
- (c) Inspect sprinkling and other water delivery systems to ensure proper operation, and make repairs as necessary.
- (d) Water all plants and lawns when finished.

C.2.11 MASONRY SERVICES

The contractor shall perform the following masonry services using the checklist in Section J, Exhibit 4.

The contractor shall:

- (a) Inspect all stone and concrete work, including exterior and interior walks, floors, partitions, walls, and stone facing, for breaks, cracks, crumbling and other deterioration.
- (b) make necessary repairs.

C.2.12 GENERAL MECHANICAL SERVICES

The contractor shall perform the following general mechanical services using the checklist in Section J, Exhibit 4.

The contractor shall:

- (a) Inspect and repair all garage doors, fences, gates, windows, sliding doors, doorstops, and interior fixtures, including door knockers, and pull cords.
- (b) Inspect and clean all vents, including kitchen, bathroom, and dryer vents.

C.2.13 SAFETY EQUIPMENT SERVICES

The contractor shall perform the following safety Equipment services using the checklist in Section J, Exhibit 4.

The contractor shall inspect all fire extinguishers and fire extinguishing systems, smoke, heat, and carbon monoxide detectors in all areas for proper operation and report the results to the COR.

C.3 MAJOR REPAIRS

The contractor shall immediately inform the COR or the Embassy Buildings Management Office of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The contractor shall also inform the COR of a major problem in the residential unit in a system or area that is not being serviced as well. The contractor shall be liable for the costs for any damage that occurs as a result of the contractor's negligence in its duty to inform the COR. The contractor shall make efforts to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract.

C.4 CONTRACTOR PERSONNEL

All personnel assigned by the contractor for the performance of the respective services shall be regular employees of the contractor, and shall be supervised by the contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

C.5 SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the contractor's bilingual (English/ Arabic) liaison. The liaison shall coordinate the performance of the contracted services with the needs of the Government.

The liaison, or a qualified assistant, shall be on duty throughout the normal operating hours of the Embassy listed in Section F.8. The liaison shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays.

C.6 QUALITY ASSURANCE

The contractor shall institute an appropriate inspection system including:

- (a) Develop and maintain checklists of duties to be carried out,

(b) Ensure these duties are carried out by the supervisory staff and senior employees, and

(c) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The contractor shall provide copies of all inspection reports to the COR.

The contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the contractor.

C.7 INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

SECTION D - PACKAGING AND MARKING

D.1 The contractor shall mark materials delivered to as follows:

N/A

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG 1996
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.211-12	LIQUIDATED DAMAGES - CONSTRUCTION	SEP 2000

(a) If the contractor fails to complete the work within the time specified in the contract, or any extension, the contractor shall pay liquidated damages to the Government in the amount of **LE 500** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.2 Period of Performance. The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with four year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.3. DELIVERABLES

The contractor shall deliver the following items:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
H.12.2 - Biographies of Personnel	1	10 days after award	COR
H.3 - Bonds	1	30 days after award	CO
H.4 - Insurance/Licenses & Permits	1	30 days after award	CO
H.10.1 - Safety Plan	1	30 days after award	COR
H.7.1 - Waste Disposal Report	1	last day of each month	COR

F.4 CONTRACTOR'S SUBMISSION OF WORK SCHEDULE FOR TASK ORDERS FOR MAJOR REPAIRS

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts," paragraph (a) is modified to reflect the due date for submission as **3** calendar days after receipt of an executed contract". The contractor shall revise such schedules weekly:

- (a) to account for the actual progress of the work,
- (b) to reflect approved adjustments in the performance schedule, and
- (c) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government.

The contractor shall submit a schedule that sequences work to minimize disruption at the job site.

All deliverables shall be in the English language and any system of dimensions (such as English or metric) shown shall be consistent with the contract. If the contractor has failed to act promptly and responsively in submitting its deliverables, the Government in approving such deliverables shall allow no extension of time for delay. The Contractor shall identify each deliverable as required by the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding on the contractor. The completion date is fixed and may be extended only by a written

modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor
- (c) excuse the contractor from or relieve the contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

The contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. The contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

(a) Following receipt from the contractor of acceptable bonds or evidence of insurance within the time specified in Section H of this contract, the Contracting Officer will provide to the contractor a Notice to Proceed. The contractor shall then begin work.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

The contractor shall perform all work during **8:00 AM to 4:30 PM** except for the holidays identified in Sections I.15. The Contracting Officer may approve other hours. The contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

F.9 EXCUSABLE DELAYS

The contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the contractor, and the failure to perform furthermore

- (a) must be one that the contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (b) cannot be overcome by reasonable efforts to reschedule the work, and
- (c) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

The Government will hold a post award conference 10 days after contract award at **ESSA Zahraa El Maadi** to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Facilities Manager

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 PAYMENT

**American Embassy Cairo
8 Kamal El Din Salah, Garden City,
Cairo, Egypt
Attn: FMO**

G.2.1 GENERAL

The contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2 DETAIL OF PAYMENT REQUESTS

The contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.2.3 PAYMENTS TO SUBCONTRACTORS

The contractor shall make timely payment from the proceeds of the progress or final payment to subcontractors and suppliers following the contractor's contractual arrangements with them.

G.2.4 EVALUATION BY THE CONTRACTING OFFICER

The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

G.2.5 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the contractor any amounts necessary to cover:

- (a) Wages or other amounts due the contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts that the contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and costs for failure to make adequate progress.

G.2.6. PAYMENT

In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.3 RECORDKEEPING REQUIREMENTS

The contractor and the COR shall both maintain a complete and accurate management file. The file shall contain, as a minimum, the following items:

- (a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the contractor of service requests and to document the performance of all work.
- (b) Contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on parts installed for major repairs only.
- (c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

G. The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF ORAL TASK ORDERS

The Contracting Officer may issue oral task orders, as stated in Section B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the Mission is open for business. U.S. or local holidays observed by the Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three- day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS

H.3.1 TYPE OF BONDS

The contractor shall furnish:

(1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or

(2) comparable alternate performance security approved by the Government such as a letter of credit shown in Section J.

H.3.2 TIME FOR SUBMISSION

The contractor shall provide the bonds required by paragraph H.1.1 within ten (10) days after contract award. Failure to submit:

(1) the required bonds other security acceptable to the Government;

(2) bonds from an acceptable surety; or

(3) bonds in the required amount,

may result in rescinding or termination of the contract by the Government.

The contractor shall be liable for costs described in FAR 52.249-10, "Default (Fixed-Price Construction) if the contract is terminated.

H.3.3 COVERAGE

The bonds or alternate performance security shall guarantee:

- (a) the contractor's completion of the work within the contract time,
- (b) the correction of any defects after completion as required by this contract,
- (c) the payment of all wages and other amounts payable by the contractor under its subcontracts or for labor and materials, and
- (d) the satisfaction or removal of any liens or encumbrances placed on the work.

H.3.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. At that time, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.3.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.4 INSURANCE

H.4.1 AMOUNT OF INSURANCE

The contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(1) Bodily Injury on or off the site stated in EGP:

Per Occurrence	LE 10,000.00
Cumulative	LE 30,000.00

(2) Property Damage on or off the site in EGP:

Per Occurrence	LE 10,000.00
Cumulative	LE 30,000.00

The types and amounts of insurance are the minimums required. The contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the contractor's performance of this contract.

The contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.4.2 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

H.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 LANGUAGE PROFICIENCY

The manager, assigned by the contractor to superintend the work on-site required by 52.236-6, "Superintendence by the contractor" shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

The contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict between the contract and such laws, regulations and orders, the contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 SUBCONTRACTORS

The contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all required licenses and permits.

H.7.4 EVIDENCE OF COMPLIANCE

The contractor shall submit proper documentation and evidence of compliance with this clause to the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

The contractor shall be responsible for all damages to persons or property that occur as a result of the contractor's fault or negligence. The contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work that may have been accepted in writing under the contract.

H.9 MAINTENANCE OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

(a) Confinement to Authorized Areas. The contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The contractor shall use only established site entrances and roadways.

H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from occupants. The contractor shall refer to the Contracting Officer any request received by the contractor from occupants of existing buildings to change the sequence of work.

(c) Access limited. The contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 SAFETY

H.10.1 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

(1) Provide appropriate safety barricades, signs and signal lights;

(2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.

(4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

(i) Scaffolding;

(ii) Work at heights above two (2) meters;

(iii) Trenching or other excavation greater than one (1) meter in depth;

(iv) Earth moving equipment;

(v) (Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the

use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 CLAIMS AND ENCUMBRANCES

The contractor shall satisfy all lawful claims of any persons or entities employed by the contractor, including:

- (a) subcontractors,
- (b) material men and laborers,

for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

The contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) or the premises as a result of nonperformance of any part of this contract.

H.11.2 APPROVAL OF SUBCONTRACTORS

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project may cause damage to the national security interests of the United States. The contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.12 CONTRACTOR PERSONNEL

H.12.1 REMOVAL OF PERSONNEL

The contractor shall:

- (a) maintain discipline at the site and at all times;
- (b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the contractor remove from the work any employee that the Contracting Officer determines:

- (a) incompetent,

- (b) careless,
- (c) insubordinate or
- (d) otherwise objectionable, or
- (e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take **14** days to perform. For each individual the list shall include:

- (a) Full Name
- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.13 MATERIALS AND EQUIPMENT

H.13.1 SELECTION AND APPROVAL OF MATERIALS

(a) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by contractor. Where the contract permits the contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the contractor shall give the Contracting Officer, for approval:

- (1) The names of the manufacturer;
- (2) Model number;
- (3) Source of procurement of each such product, material or equipment; and
- (4) Other pertinent information concerning the:

- (i) Nature,
- (ii) Appearance,
- (iii) Dimensions,
- (iv) Performance,
- (v) Capacity, and
- (vi) Rating

unless otherwise required by the Contracting Officer.

The contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.13.2 CUSTODY OF MATERIALS

The contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the contractor or to any person for whom it is responsible, including subcontractors. The contractor shall deliver all items to the site as soon as practicable. The contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the contractor has custody but that have not been delivered or secured at the site. The contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 SURPLUS MATERIALS

Any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.15 SPECIAL WARRANTIES

H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 WARRANTY INFORMATION

The contractor shall obtain and furnish to the Government all information that is required to make any subcontractor's, manufacturers, or supplier's guarantee or warranty

legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the contractor to suspend any or all work under the contract until the contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.252-14, Suspension of Work.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS (Alternate I MAR 2001)	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALE TO THE GOVERNMENT	SEPT 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS	APR 2010
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE - UNIFORM	

	CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT 2010
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2011
	ALTERNATE I	JUN 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	AUG 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	SEP 2009
52.228-13	ALTERNATIVE PAYMENT PROTECTION	JUL 2000
52.228-14	IRREVOCABLE LETTERS OF CREDIT	DEC 1999
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	APR 1984
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (applicable to individual task orders)	SEP 2002
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (applicable to individual task orders)	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES Alternate I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT	

	CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II	AUG 1987 APR 1984
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUNE 2007
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND (SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAY	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **LE 1000**, the Government is not

obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The contractor is not obligated to honor--

(1) Any order for a single item in excess of **LE 18,150.00**

(2) Any order for a combination of items in excess of **LE50,000.00**

(3) A series of orders from the same ordering office within **3** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5. 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be

required to make any deliveries under this contract after one year beyond the contract's effective period.

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within the performance period of the contract.

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

I.8 RESERVED

I.9 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

(a) As used in this clause-Contract-

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A) the penal amount of payment bonds shall be 20 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.

(i) The Government may secure the additional protection by directing the contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

I.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.11 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

I.12 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

I.13 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.14 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

I.15 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day	American	Sunday	Jan 1
Coptic Christmas*	Egyptian	Saturday	Jan 7
Martin Luther King's Birthday	American	Sunday	Jan 15
Revolution/Police Day	Egyptian	Wednesday	Jan 25
Moulid El Nabi**	Egyptian	Saturday	Feb 4
President's Day	American	Sunday	Feb 19
Sham El Nessim	Egyptian	Monday	April 16
Sinai Liberation Day	Egyptian	Wednesday	April 25
Labor Day	Egyptian	Tuesday	May 1
Memorial Day	American	Sunday	May 27
Independence Day	American	Wednesday	July 4
National Day	Egyptian	Monday	July 23
Eid El Fitr**	Egyptian	Sun/Mon	Aug 19-20
Labor Day	American	Sunday	Sept. 2
Armed Forces Day*	Egyptian	Saturday	Oct. 6
Columbus Day	American	Sunday	Oct. 7
Eid El Adha**	Egyptian	Thurs/Fri/Sat	Oct. 25-27
Veterans' Day	American	Sunday	Nov. 11
Islamic New Year**	Egyptian	Thursday	Nov. 15
Thanksgiving Day	American	Thursday	Nov. 22
Christmas Day	American	Tuesday	Dec. 25

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

I.16 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized

(5) under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(6) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(7) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

I.17 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.18 CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

I.19 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit 1	List of Currently Held Residential Properties
Exhibit 2	Sample Task Order Form
Exhibit 3	List of Properties Requiring Make-Ready Services in the Previous Calendar Year
Exhibit 4	Technical Specifications and Checklists
Exhibit 5	Government Furnished Property
Exhibit 6	Sample Monthly Report Form
Exhibit 7	Contractor Furnished Property
Exhibit 8	Sample Bank Letter of Guaranty
Exhibit 9	Breakdown of Proposal Price by Division and Specification

Exhibit 1
List of Currently Held Residential Properties N/A

Exhibit 2
Sample Task Order Form
ADM/ Facilities Management Section Make
Ready Project

Task Order

Authorized Facility Manager:

Name of Authorized COR: Rana Nmair

Requester's Name: Victor Shoukralla

Property Address:

General:

Work under this statement involves the coordination of different activities during the entire project.
All required tasks should be performed in accordance with US. Standards and as approved by the
Contracting Officers Representative (COR).

Materials:

Contractor is to provide all materials.
Materials must be authorized and approved by COR

A. Patching/Painting:

**Note: To protect all floors. cabinets. counter tops and bathroom fixtures from paint splatters
use drop cloth in all areas to be painted.**

1. Prepare the surfaces to be painted by removing loose or crumbling paint/plaster, dust, dirt, grease oils, and by roughening as required to receive paint.
2. For previously painted walls, remove the deteriorated paint layers as required. Scrub all walls and wash paint with soap and water and then wipe with water before painting.
3. The extent of painting work is the walls, ceilings, windows, shutters, grills, closets, and kitchen cabinets.

Paint as used herein means

- a. Clean, prepare, apply putty and paint all walls and ceiling
with unleaded plastic paint.
- b. Clean, apply putty, sand and paint all the following items with unleaded



enamel paint of approved color:

Paint as used herein means

a. Clean, prepare, apply putty and paint all walls and ceiling

with unleaded plastic paint.

b. Clean, apply putty, sand and paint all the following items with unleaded

enamel paint of approved color:

<i>Item</i>	<i>Qty.</i>	<i>Color</i>	<i>Item</i>
Kitchen:			Windows:
Bathrooms:			Shutters:
Doors:			Closets/Cabinets:
Hand rails:			Metal/ wood railing

B. Refinishing Work:

1. Refinish entrance doors.

2. Refinish wall cabinets.

3. Refinish kitchen cabinets.

4. Refinish handrails.

C. Curtain Rods:

Remove all curtain rods, clean, spray, replace cords, spray, adjust and install them again, properly leveled.

D. Wooden Floors:

Apply Polyurethane floor varnish.

E. Marble Floors:

1. Remove any scratches and stains that maybe present.

2. Polish floor with marble polishing machine to restore factory finish.

3. Apply stone sealer such as a silicone polymer.

F. Carpentry and Hardware:

1. Adjust all carpentry fabrications, such as doors, shutters and windows.

replace any broken, damaged or missing hinges, locks, handles, or deadbolts.

2. Adjust aluminum windows and doors

3. Change window screens with new screens.
4. Clean and re-grout all ceramic tiles, around sinks, commodes and tubs.

G. Electrical:

1. Install minimum 100 Amp. Circuit breaker at electrical service entrance.
2. Remove before painting all lighting fixtures, switches and receptacle plates, etc. clean and reinstall after painting in a leveled manner.
3. Check all electrical circuits, and balance the electrical panel.
4. provide & install ceiling fans..
5. Install bathroom exhaust fans.
6. Install kitchen exhaust fans.
7. Provide and install grounding system as per the attached

H. Plumbing:

1. Install American type water heaters with thermal expansion tanks.
2. Repair or replace any broken or damaged fixtures, sinks, bathtubs, commodes, shower wands and hoses, piping and commode flush mechanisms.
3. Replace flush mechanism in all commodes.
4. Clean out drains and sewer lines.
5. Clean all kitchen and bathroom faucet sediment screens.
7. Clean out all sink and bathtub p-traps with liquid drain opener.

I. Appliances:

1. Check operation and thoroughly clean the following appliances:
freezer, refrigerator, stove, washing machine; dryer, dishwasher, hood

2. Utilizing the following procedures clean and check operation of all Air Conditioners:

- a. Open Electrical Power Circuit Breaker To Air Conditioner.
- b. Spread Painter's Drop Cloth Under Evaporator To Protect Floor And Furniture.
- c. Remove Cover From Air Conditioner.
- d. Remove Evaporator Filters And Clean With Water And All Purpose Cleaner.
- e. If installed remove Neoprene tubing and replace with PVC piping.
- f. Pour Approximately One/Half Bottle Liquid Drain Opener In Condensate Drain And After (Fifteen) Minutes Flush With Very Warm Water.
- g. Using Sprayer Filled With Evaporator Coil Cleaner Clean Evaporator Coil.
- h: Install Clean Evaporator Air Filters.
- i. Wipe Off Evaporator Using Sponge And Liquid All Purpose Cleaner.
- j. Using Sprayer Filled With Condenser Coil Cleaner Clean Condenser Coil.
- k. Close Electrical Power Circuit Breaker.
1. Start Air Conditioner And Check For Unusual Noises.
- m. Remove Cover Of Electrical Power Circuit Breaker To Air Conditioner.

- n. Using Clamp-on Ammeter Check And Record Running Amperage At Circuit Breaker.
- o. Using Digital Volt Meter
Check And Record Voltage At Electrical Power Circuit Breaker.
- p. Install Cover On
Electrical Power Circuit Breaker.
- q. Replace Air Conditioner Cover.

J. Cleaning work:

The contractor is responsible for overall site cleanliness to include the daily disposal of trash and building materials associated with the Make-Ready. After completion of all work, the contractor shall remove all remaining debris and any equipment that does not belong to the United States Government (USG), leaving the site neat and clean with all functions operating. This, in addition to the following:

1. Clean all window glass and paint spattered surfaces. Remove paint drops from all surfaces such as walls, glass, floors, base boards, hand rails, switch plates, light fixtures door handles, racks, sinks, bathtubs, commodes and water heaters.
2. Clean kitchen and bathroom tiles (wall & floor).
3. Clean aluminum work, remove dust from runners, and feather dust screen.

Use Care:

"Windows are coated with Mylar shatter resistant film (plastic) on the inside"

Special instructions for cleaning Mylar on window interiors:

1. Use a soft cloth and mild soap and water mixture
2. Clean with soft cloth dampened in water.
3. Rinse and dry.

"DO NOT USE WINDEX OR ABRASIVE MATERIAL"

K. Miscellaneous:

See attachment for all other required work

Approved: _____ Reviewed by: _____ Printed by: _____

Customer Signature : _____

Comments:

Exhibit 3
List of Properties Requiring Make-Ready Services in the Previous Calendar Year
N/A

Exhibit 4
Technical Specifications and Checklists

1. Masonry
2. Sheet Metal Work
3. Waterproofing
4. Gypsum Board Suspended Ceiling
5. Carpentry work
6. Aluminum Doors and windows
7. Plaster Work
- 8.Tile Work
- 9.Engineered parquet flooring
8. Decorative balcony floors
9. Paint
- 10.Plumbing work
- 11.Electric work

1- MASONRY WORK

1.1 Products

- 1.1.1 Non Load-bearing CMU for the interior partitions, standard units, 120 mm thick, product of "CEMENTA" Co. or red bricks, 120 mm thick.
- 1.1.2 Mortar: 300 Kg of Portland cement for every 1.0 cubic meter of sand.
Water used shall be clean and free of deleterious materials.

1.2 Execution

- 1.2.1. Construct walls to the full thickness as shown or specified.
- 1.2.2 Cut masonry units to provide clean, sharp, un-chipped edges. Use full size units without cutting wherever possible.
- 1.2.3 Lay up walls plumb and true.
- 1.2.4 Leave walls in suitable condition for application of Portland cement plastering as specified.

2- SHEET METAL WORK

2.1 General

2.1.1 Metal Ductwork

All aspects of metal ductwork construction, including all fittings and components, shall comply with SMACNA HVAC Duct Const Standards unless otherwise specified.

Elbows shall be radius type with a centerline radius of 1-1/2 times the width or diameter of the duct where space permits, otherwise, elbows having a minimum radius equal to the width or diameter of the duct or square elbows with factory fabricated turning vanes may be used.

2.2.2 Diffusers and Grilles

Units shall be factory-fabricated of aluminum and shall distribute the specified quantity of air evenly over space intended, without causing noticeable drafts, air movement faster than 0.25 m/s (50 fpm) in occupied zone or dead spots anywhere in the conditioned area.

Diffuser types shall be as indicated:

- Ceiling mounted units shall be furnished with anti-smudge devices, unless the diffuser unit minimizes ceiling smudging through design features.
- Ceiling mounted units shall be installed with rims tight against ceiling.
- Sponge rubber gaskets shall be provided between ceiling and surface mounted diffusers for air leakage control.
- Suitable trim shall be provided for flush mounted diffusers.
- Duct collar connecting the duct to diffuser shall be airtight

2.3 Execution

- Installation shall be according to SMACNA HVAC Duct Const Standards unless otherwise indicated.
- Duct supports for sheet metal ductwork shall be according to SMACNA HVAC Duct Const Stds. unless otherwise specified.
- Install hangers for ductwork sufficient for the duct sections. Use galvanized steel strap hangers.
- Risers on high velocity ducts shall be anchored in the center of the vertical run to allow ends of riser to move due to thermal expansion.
- Supports shall be attached only to structural framing members and concrete slabs. Supports shall not be anchored to metal decking unless a means is provided and approved for preventing the anchor from puncturing the metal decking. Where supports are required between structural framing members, suitable intermediate metal framing shall be provided. Where C-clamps are used, retainer clips shall be provided.
- Provide cross bracing, angle iron hangers as required for rigid and adequate supports.
- Wrap the insulation properly around the duct work using aluminum tape and wires as required.

3- WATERPROOFING

3.1 The extent of water proofing work is on the bathroom floors.

3.2 Quality assurance

- Manufacturer: Obtain primary waterproofing materials of each type required from a single manufacturer.
- Warranty: The contractor shall be responsible for repairing or replacing any damage resulting from water leakage at no additional cost to the USG during the specified warranty period.
- Warranty period for the waterproofing

3.3 Products

3.3.1 Waterproofing membrane: Shall be plasto-meric waterproofing membrane produced by an impregnated continuous layer of reinforcement with waterproofing compound containing APP modified distilled bitumen is five years after the date of final acceptance.

3.3.2 Primer coat: Modified bitumen adhered to concrete decks, refined asphalt, and quick drying solvent primer.

3.4 Submittals

The contractor shall submit with his offer, technical data for the waterproofing membrane and the primer for review and approval by the COR.

3.5 Execution

- 3.5.1 Installer must examine substrate and conditions under which waterproofing work is to be performed, and comply with manufacturers' instructions for surface preparation.
- 3.5.2. Sheet waterproofing shall be applied on the bathroom floors.
- 3.5.3 Comply with manufacturer's instructions for handling and installation of sheet waterproofing materials.
- 3.5.4 Coordinate installation of waterproofing sheets with associated work.
- 3.5.5 Install the waterproofing membrane to climb the perimeter walls for a height of 300 mm.**
- 3.5.6 Adequate protection shall be provided to preclude puncture of the membrane after installation.
- 3.5.7 Testing: After the completion of the sheet waterproofing membrane, and before tiling the bathroom floor, fill the floor with water and test for leaks for a 24 hour period. Repair any leaks revealed and repeat test until no leakage is observed.

4- GYPSUM BOARD SUSPENDED CEILINGS

- 4.1** The contractor shall provide all labor, materials, equipment and services required to perform the work of this section.

The work includes but is not limited to the steel framing system and the installation and finishing of the gypsum board screw attachments to the steel framing.

Contractor shall refer to the lighting drawing attached for the location of the light fixtures to avoid interference with the metal studs of the ceiling.

4.2 Delivery, Storage, and Handling.

- Deliver materials in original packages bearing brand name and identification of manufacturer or supplier
- Store materials inside and keep them dry and protected against damage. Neatly stack gypsum boards flat to prevent sagging
- Handle gypsum board with care to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage corner bead and trim.

4.3 Quality Assurance

Single Source Responsibility: Obtain each type of gypsum board and related joint treatment material from a single manufacturer.

4.4 Products

Available manufacturer: Subject to compliance with requirements, products of "United States Gypsum Co.," or equal approved.

- 4.4.1 Steel studs and runners: ASTM C 645, with flange edges of studs bent back 90 degree and doubled over to form 3/16 inch (4.17 mm) minimum lip (return). Provide runners with width to match studs and flange depth of at least 1-1/4 inch (31.7 mm).

- 4.4.2 Fasteners: Provide fasteners of type, material, size, corrosion resistance, holding power and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendation of gypsum drywall manufacturer for application indicated.
- 4.4.3 Gypsum boards:
- Provide gypsum drywall board of types indicated in maximum lengths available to minimize end- to-end joints.
 - Comply with ASTM C 840 for application system and support spacing indicated.
 - Use regular type for the enclosed balcony and the closets
 - Use water resistant type for the bathrooms and kitchen.
 - Edges: Tapered or tapered and feathered (rounded or beveled) for pre-filling.
 - Thickness: 1/2 inch (12.7mm), unless otherwise indicated.
- 4.4.4 Corner bead and Edge Trim: comply with ASTM C 1047 and requirement indicated below:
Formed metal or combined with paper. Metal shall be sheet steel zinc coated by hot dip process or sheet steel coated with zinc by hot dip or electrolytic processes, or with aluminum edge trim.
- 4.4.5 Joint tape: Paper reinforcing tape. Use pressure sensitive or staple-attached open-weave glass fiber
- 4.4.6 Setting-Type Joint Compounds: Government furnished, factory prepackaged use formulation which develops greatest bond strength and crack resistance and is compatible with other joint compounds applied over it.
- 4.4.7 Ready-Mix Formulation: Factory-premixed product. Taping compound formulated for embedding tape and for first coat over fasteners and flanges of corner beads and edge trim
- 4.4.8 Gypsum board screws: ASTM C 1002

4.5 **Execution**

- 4.5.1 Examine substrates to which drywall construction attaches or abuts, preset structural framing with installer present for compliance with requirements for installation tolerances and other conditions affecting performance of drywall construction. Do not proceed with installation until unsatisfactory conditions have been corrected.
- 4.5.2 Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements applying to framing installation.
- 4.5.3 Unless otherwise indicated, space framing members 16" (40.6mm) o.c. maximum. Install supplementary framing, blocking and bracing at termination in the work and for support of fixtures, equipment services, heavy trim accessories,

- furnishings, and similar construction to comply with the recommendations of gypsum board manufacturer.
- 4.5.4. Comply with applicable requirements for seismic restraint, zone IIA.
 - 4.5.5. Install steel studs so that flanges point in the same direction and gypsum boards can be installed in the direction opposite to that of the flange.
 - 4.5.6. Install and finish gypsum board to comply with ASTM C 840. Install boards in a manner which minimizes the number of end butt joints or avoid them entirely where possible.
 - 4.5.7. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16 inch (1.59 mm) open space between boards. Do not force into place.
 - 4.5.8. Provide intermediate supports for gypsum board back blocking behind end joints.
 - 4.5.9. Position joints so that like edges abut, tapered edges against tapered edges and mill cut or field cut ends against mill cut or field cut edges or ends.
 - 4.5.10. Attach gypsum board to steel framing so that leading edge or end of each board is attached to open (unsupported) edge of stud flange first.
 - 4.5.11. Attach gypsum board to supplementary framing and blocking provided for additional supported openings and cutouts.
 - 4.5.12. Where drywall construction is indicated, seal construction at perimeters, and penetrations with a continuous bead of acoustical sealant.
 - 4.5.13. Space fasteners in gypsum boards in accordance with referenced gypsum board application and finishing standard and manufacturer's recommendations. Unless otherwise recommended for specific application, locate all attaching screws 12 inch (304 mm) on center.
 - 4.5.14. Where feasible uses same fasteners to anchor trim accessory flanges as required to fasten gypsum board to supports. Install corner beads at external corners vertical and horizontal.
 - 4.5.15. Install metal edge trim whenever edge of gypsum board would otherwise be exposed or semi-exposed. Provide type with face flange to receive joint compound.
 - 4.5.16. Apply joint treatment at gypsum board joints (both directions); flanges of corner bead, edge trim, penetrations; fastener heads, surface defects and elsewhere as required to prepare work for decoration.
 - 4.5.17. Pre-fill open joints and rounded or beveled edges, if any, using setting type joint compound. Apply joint tape between gypsum boards, except where trim accessories are indicated.
 - 4.5.18. Finish interior gypsum wall board by applying the following joint compound in three coats (not including pre-fill of opening in base), and sand between coats and after last coat:
 - Embedding and first coat: Setting type joint compound
 - Fill(second) coat setting type joint compound
 - Finish (third) coat: ready mix drying type all purpose or topping compound.
 - 4.5.19. Provide final protection and maintain conditions, in a manner acceptable to the COR, which ensures gypsum drywall construction being without damage or deterioration at time of substantial completion.

5- CARPENTRY WORK

- 5.1** The extent of the carpentry work shall include all the finish work for the entire Make Ready

5.2 Quality Assurance

Use a firm with not less than five years of successful experience in aluminum work, carpentry work, installation of cabinetry, of the types required for this project.

5.3 Products

Attached is a detailed list of all the Government Furnished Items for the carpentry work. Other than what is listed on the attached sheet, the contractor shall be responsible for furnishing any other materials to finish the required work stated herein.

The contractor shall furnish:

- Interior doors and closet doors: MDF paneled door panel faces installed on softwood door frames with sufficient interior beams for panels and under hardware locations, frames and architraves shall be softwood.
- Curtain Rods: US made best quality available in the local market.
- Door stoppers: floor type, sample to be submitted for approval.
- Shower Tension Rod, imported.
- Mirrored sliding door, 1.7 wide, 2 panels, aluminum frames concealed with mirrors.

5.4 Execution

- Comply with manufacturer's specifications and recommendations for the installation of all the government furnished carpentry work.
- Metal door: Install the metal door for the master bedroom, modify the wall opening and install a new wooden frame to fit the door panel. Install the vision eye and the assigned lock and hardware as directed by the COR.
- Paneled doors: Install all room doors & closet doors using the existing hinge location. Adjust doors properly examining care not to damage the panels. Install all doors hardware and handles.
- Closet folding & sliding doors: Use folding for the corridor closets and sliding for the bedroom closets. Add upper wooden pieces to hide the tracks. Install handles.
- Mirrored sliding door: for the entrance closet.
- Install door-stoppers for all room doors
- Curtain Rods: Install all curtain rods at a level of 15 cm below the ceiling in all areas
- Roll-up shutters, replace all the tapes with new, and adjust the shutters to operate freely and at ease.

6- ALUMINUM DOORS AND WINDOWS

6.1 Submittals

- 6.1.1 The contractors shall submit, **as part of their bid:**
1. Manufacturer's specifications, technical data, and standard cross sections.
 2. Technical data for all hardware items.
- 6.1.2 The contractor shall submit **10 days after contract award,** shop drawings for the fabrication and installation of each window and balcony type, include plans, elevations, sections, details, hardware, attachments to other work, operational clearances and include the following:
1. Aluminum windows, frames, screen panels and fixed panels.
 2. Flashing and drainage details
 3. Weather-stripping details
 4. Glazing details
 5. Window system operators: show locations, mounting, and details for installing operator components and controls.
 6. Methods of attaching all components to the existing frames, trimming and finishing.
- 6.1.3 The contractor shall submit, **after final completion and acceptance of the work,** the warranty certificate

6.2 Quality Assurance

- 6.2.1 Aluminum units: Provide units produced by a firm with not less than five years of successful experience in the fabrication of Aluminum doors, windows, screens and frames, of the types required for this project. All work shall meet UBC and local code requirements for wind loads and seismic zone 2A, earthquakes.
- 6.2.2 Weather resistance: Fabricate windows, frames, and screen panels, to include weather stripping and thresholds to prevent the uncontrolled penetration of air and water under normal weather conditions from the interior and the exterior. Glass shall be sealed into the window frame from outside to provide full insulation. Provisions for condensation water drainage should be included.
- 6.2.3 The contractor shall take field measurements prior to preparation of shop drawings and fabrication to ensure proper installation and fit.

6.3 Products

- Products of "***Technal, Jumbo***" or equal approved as specified below:
- 6.3.1 **Aluminum profiles:** Sections and profiles shall be made of extruded aluminum alloys free from defects impairing strength or appearance, medium weight systems, 1.7 mm thickness, frame. Depth and profiles as recommended by manufacturer for system, strength, corrosion resistance, and application of required finish.
Provisions for condensation drainage should be included in the profiles
- 6.3.2 **Fasteners:** Galvanized, aluminum, non-magnetic stainless steel or other non-corrosive metal fasteners, color to match, guaranteed by the manufacturer to

be compatible with the windows, frames, screens, hardware, anchors and other items being fastened.

Do not use exposed fasteners except where unavoidable for the assembly of units, and unavoidable for the application of hardware. Provide only concealed screws in glazing stops.

- 6.3.3 Compression weather-stripping: Provide manufacturer's standard replaceable stripping of EPDM gaskets complying with ASTM, including central, lateral, and glass beading gaskets, as recommended and guaranteed by the manufacturer to remain permanently elastic, no shrinking, no migrating and weatherproofed for the life of the building.
- 6.3.4 Glazing shall be double, 6mm thick, clear float glass.
- 6.3.5 Finish and colors: Powder coated electrostatic, brown color.
- 6.3.6 Accessories & hardware: Anti-rust, of the best quality available, Aluminum, stainless steel, carbon steel or other corrosion resistant material, designed to smoothly operate, tightly close, and securely lock windows.
For hinged and fixed units: Heavy duty hinges, locks in door leafs, locking gear and plates, Pull handles, limit stop and cylinder in door leaf
For sliding systems: Heavy duty nylon rollers, latch locks self closing in window leaf and manual closing in doors.
- 6.3.7 Wooden frames: softwood, dry, free from decay and insect attack, with no knots wider than half the width of the section

6.4 Fabrication

- 6.4.1 Sizes and profiles: The required sizes for windows and the profile requirements are according to drawings.
- 6.4.2 Verify all windows and balcony openings by field measurements prior to fabrication and indicate measurements on the shop drawings.
- 6.4.3 To the greatest extent possible, complete fabrication, assembly, finishing, hardware application, and other work shall be completed before shipment to project site. Disassemble components only as necessary for shipment and installation. All corners, meeting stiles/rails shall be mitered square and reinforced. All frames shall be pre-cut to receive hardware.
- 6.4.4. Glazing: Fabricate window units with glazing stops & supports to provide a completely sealed unit, weather tight & water tight. Glazing shall be double.

6.5 Execution

- 6.5.1 Installation, general: Comply with manufacturer's specifications and recommendations for the installation of the panels, accessories, hardware, etc. Maintain continuity of line and accurate relation of planes and angles. Install in accordance with the manufacturer's installation instructions and the approved shop drawings.
- 6.5.2 Aluminum frames should be installed using liquid foam around the frames to provide water & air tight units. Trims should be installed either as part of the frame section or separately to provide finished surrounding for the units.
- 6.5.3 All jambs, head and sill shall be set in correct locations, level, square, plumb and in alignment with other work. .

- 6.5.4 Drill and tap frames and doors and apply surface mounted hardware items, complying with hardware manufacturer's and template requirements. Use concealed fasteners wherever possible.
- 6.5.5 Adjust operating hardware to function properly, without binding, and to provide tight fit at contact points and weather stripping.
- 6.5.6 Glass and Glazing: Water-tight and airtight installation of glass product required. Each installation must withstand normal temperature changes, wind loading, impact loading, without failure including loss or breakage of glass, failure of sealants or gaskets to remain watertight and airtight, deterioration of glazing materials and other defects in the work.
- 6.5.7 Clean complete system, inside and outside, promptly after installation of glass and sealants. Exercise care to avoid damage to the finish. Remove excess glazing and sealant compounds, dirt and other substances.

7- PLASTER WORK

7.1 The extent of plaster work is:

- The newly built masonry work
- Walls of the enclosed balcony
- Patch plaster for baseboard removal and for electrical installations

7.2 Products

- 7.2.1 Cement: Ordinary Portland cement complying to ESS 373, 1962.
- 7.2.2 Sand: Natural desert sand, hard, clean and free from any adherent coating, clay or any deleterious material likely to affect adversely the hardening, strength, durability or appearance of the plaster.

7.3 Execution

- 7.3.1 Examine all masonry surfaces which are to receive plaster, the masonry surfaces to receive plaster must provide good suction (ability to absorb water) or mechanical key (surface roughness), or both.
- 7.3.2 A dash bond coat shall be applied and shall be proportioned 1 part by volume of Portland cement to 1 parts by volume of sand, mixed to a slurry consistency.
- 7.3.3 Apply two coats (brown and finish coat) directly over plastered masonry substrates.
- 7.3.4 Plaster thickness: Apply total plaster thickness to a minimum dimension of 15 mm.
- 7.3.5 Finish plastered surfaces plumb, leveled and true to lines.
- 7.3.6 Cut, patch, and repair plaster as necessary to restore cracks, dents and imperfections. Repair or replace work to eliminate blisters, buckles, excessive crazing and check cracking, dry outs, efflorescence, sweat outs and similar defects, including areas of the work where bonding to the substrate has failed.

8- TILE WORK

- 8.1** The extent of tile work is according to drawings and includes ceramic tiles for the bathrooms and kitchen.
- 8.2 Job Condition**
The installer must examine the substrate and the condition under which tiles are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected.
- 8.3 Submittals**
The contractor shall submit **ten days after contract award**, several color samples for the ceramic tiles, decorative tiles, and the edges and corners for the selection and approval of the COR.
- 8.4 Products**
- 8.4.1 Ceramic tiles for walls: manufactured by "Cleopatra" or "El Gawhara" or equal approved, minimum size of 200 x 200 mm.
 - 8.4.2 Ceramic tiles for floors: manufactured by "Cleopatra" or "El Gawhara" or equal approved, especially for floors, minimum size of 200 x 200 mm.
 - 8.4.3 Decorative tiles: for the bathroom shall be trim type (stello) matching the tiles, minimum height of 50 mm, width similar to the tiles, for kitchen shall be decorative complete tiles scattered as recommended and approved by the COR.
 - 8.4.4 Edges and corners: best available to match the walls tiles and provide neat rounded edges and corners, or machine cut ceramic tiles to create neat edges.
 - 8.4.5 Mortar: Portland cement and sand mortar, ratios are 1:3 by volume.
 - 8.4.6 Thin set mortar: Ready made, for installing ceramic on top of existing mosaic tiles, or on plastered surfaces product of Scib or equal approved.
 - 8.4.7 Grout: white cement.
- 8.5 Execution**
- 8.5.1 Lay tiles from the centerline of each space outward so as to obtain border tile of equal width and larger dimension.
 - 8.5.2 Lay tiles in grid pattern. Align joints if adjoining tiles on floor and walls are the same size. Joints shall be uniform in width.
 - 8.5.3 Set tile firmly on the mortar bed. Strings or pegs may be used to space tiles that have no spacers. Bring all surfaces to a true plane at the proper position or elevation. Thoroughly beat-in all tiles while the mortar bed is still plastic.
 - 8.5.4 Make adjustment of tile before initial set of the mortar takes place.
 - 8.5.6 Terminate work neatly at obstructions, edges, and corners without disturbing the pattern or joint alignment.
 - 8.5.7 Grouting: before grouting, wet the joints between tiles if tiles have become dry, force a maximum amount of grout into the joints, and fill all gaps and

- skips. The finished grout shall be uniform in color, smooth, and without voids, pinholes or low spots.
- 8.5.8 Cleaning: Upon completion of installation, clean all tile surfaces so they are free of foreign matter and leave finished installation clean and free of cracked, chipped, broken, non-bonded, or otherwise defective tile work.

9- LAMINATE PARQUET FLOORING

- 9.1** The extent of the laminate parquet flooring is the delivery and installation. Work shall also include the installation of the quarter round edges, reducers, and thresholds between the parquet, and the adjacent ceramic tiles.

9.2 Submittals

The contractor shall submit **as part of his bid**, the technical data sheets for the flooring and associated materials. **Ten days after contract award**, several color samples for the flooring planks, and the matching baseboard for the selection and approval of the COR.

Important Note: The contractor shall import the laminate flooring, baseboard and under-lay foam in the name of the US Embassy, Cairo using an official letter from the procurement office, in order to use and apply the exemption from customs and sales tax costs. The contractor shall quote on this item accordingly.

9.3 Products:

- 9.3.1 Laminate Plank Flooring, German origin, 20 cm wide, 8 mm thick, Grade 32 HDF, highest quality of highly compacted wooden fibers and special resin, tongue and groove, edges with special profiling for a reliable four sided lock, glue free installation, durable for commercial use, moisture resistant, fabricated by “Tarkett” or equal approved. Color range is maple and oak.
- 9.3.2 Baseboard: HDF matching profile, 90 mm height.
- 9.3.3 Foam Under-lay, 3 mm thick.

9.4 Execution:

- 9.4.1 Surface must be thoroughly cleaned and vacuumed prior to the installation.
- 9.4.2 Follow the manufacturer’s instruction for the installation of the parquet flooring.
- 9.4.3 Roll out the foam backing and cut in strips to fit the room. Secure all seams with masking tape. Do not overlap seams.
- 9.4.4 Begin installation with the longest wall. Use 1.0 cm spacers to provide a gap for expansion of the flooring.
- 9.4.5 Join planks according to manufacturer’s instruction with tight locking of edges.
- 9.4.6 Install baseboard on the perimeters of all areas according to manufacturer’s instructions.

10- DECORATIVE BALCONY FLOORS

10.1 The extent of the decorative floors includes all the balconies of the apartment, to be applied on top of the existing tiles.

10.2 Products:

Ready to apply decorative plaster composed of a mixture of colored flakes, fibrous filler and high quality modified acrylic binder. Available product is Kemstone, of CMB, or equal approved. Sample should be submitted for approval prior to installation.

10.3 Execution:

10.3.1 Surface must be thoroughly cleaned, mopped and dried prior to the installation.

10.3.2 Follow the manufacturer's instruction for the installation.

10.3.3 Apply similar to plaster coatings with plaster trowels.

10.3.4 Remove excess materials and clean the surrounding surfaces after completion of the work of the parquet flooring.

11- PAINT

11.1 The extent of paint work is as shown on drawings and specified herein. Paint includes painting and finishing of exposed interior items, surfaces of all the interior of the apartment, and the shop spray paint of the apt door (Metal doors). "Paint" as used herein means all coating system materials including primers, emulsions, fillers, and other applied materials whether used as prime, intermediate, or finish coats.

Paint all interior exposed surfaces whether or not colors are designated in schedules, except a surface or material is specifically indicated not to be painted. If color or finish is not designated, the COR will select these from standard color or samples submitted by the contractor. Painting is not required on pre-finished items, concealed surfaces, and operating parts.

11.2 Products

All Paint materials shall be contractor furnished, subject to compliance with requirements to products of "JOHTUN", "SCIB", or equal.

11.3 Paint schedule:

- Latex paint for walls, ceilings and paneled doors
- Semi-gloss enamel paint for the bathrooms' and kitchen walls and ceilings
- Semi-gloss for all metal work, (A/C, utility room).
- Shop spray paint for the exterior door

Paint color: Same as existing.

11.4 EXECUTION

11.4.1 Preparation

1. General Procedures: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, for complete painting of the items and adjacent surfaces. Cover all the wood works, aluminum work, and built in work to protect them during the painting operation.
2. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved. Prepare the surfaces to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to receive paint primers. For newly plastered walls, apply sufficient layers of primers necessary for receiving paint. For previously painted walls, remove the deteriorated and damaged paint layers as required. For wooden frames and trims, remove previous paint layers by sanding and scraping and prepare surfaces as required to receive new paint. Use washed enamel technique to have smooth finished surfaces. For the corner beads, sand previous paint layers and prepares to reach aligned and true vertical corners.
3. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
4. Stir material before application to produce a mixture of uniform density; stir as required during application.
5. Use only thinners approved by the paint manufacturer, and only within recommended limits.

11.4.2 Application

1. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied and to ensure full and adequate coverage.
2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
3. Provide finish coats that are compatible with primers used.
4. Apply a minimum of two coats; do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.
5. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance.
6. Texture of Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, or other surface imperfections.

11.4.3 Cleaning

1. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

2. Upon completion of painting, clean glass and paint- spattered surfaces. Remove spattered paint by washing and scraping using care not to scratch or damage adjacent finished surfaces.
3. Do not scrape window glass as this will damage the Mylar plastic film on all exterior glass surfaces.

12- PLUMBING WORK

12.1 The extent of the plumbing work shall include all the rough-in / check in and the finished plumbing work for the entire Make Ready.

12.2 Products:

Attached is a detailed list of all the Government Furnished Items for the plumbing work. Other than what is listed on the attached sheet, the contractor shall be responsible for furnishing any other materials to finish the required work stated herein.

The contractor shall furnish:

Galvanized Steel Pipes: for vent pipes

Copper Pipes: for hot & cold water supply

Polyvinyl Chloride (PVC): for waste water

- Accessories: Soap Holder, toilet paper holder, towel racks & rings: Top Quality, surface mounted, concealed fasteners, chromium plated, soap holder shall be with integral plastic tray, surface mount, chromium plated, Italian made, samples to be submitted for approval.
- Bathtub, acrylic, dim.: 150 cm long, 70 cm wide, side panel included fabricated by "Ideal Standard", model is "Sophia" or equal approved.
- Drop-in sink, counter top type for 45 cm depth of marble top, manufactured by Ideal Standard , Model "Basins"
- Lavatory faucet: single lever hot and cold water type with ceramic disc cartridge with POP-UP waste as manufactured by Ideal Standard, Model "Ceramix" or approved equal.
- Lavatory Trap 32x40 mm (1 1/4" x 1 1/2") cast brass adjustable "p" trap with cleanout plug tubing to wall and escutcheon.
- Bathtub/shower faucet: single lever hot and cold water type with ceramic disc, in wall as manufactured by Ideal Standard, Model "Ceraflex" or approved equal. Shower unit without faucet.
- Valves: Built-in valves, Grohe or approved equal.
- Kitchen sink drain & trap: adjustable "p" trap with cleanout plug tubing to wall and escutcheon.
- Shower enclosures: metal frame, silver/chrome plated, polystyrene sheet, manufactured by Ideal Standard or equal approved.

12.3 Execution

12.3.1 Pipes, joints & fittings

1. Install the pipes, fittings & joints to connect to the existing system in the same installation method and following the instructions listed below.
2. Install pipes, joints & fittings, in accordance with recognized industry practices which will achieve permanently leak proof piping systems, capable of performing each indicated service without piping failure. Install each run with minimum joints and couplings, but with adequate and accessible unions for disassembly and maintenance/replacement of valves and equipment. Align piping accurately at connections, within 2 mm (1/16") misalignment tolerance.
3. Locate piping runs except as otherwise indicated, vertically and horizontally (pitched to drain) and avoid diagonal runs wherever possible. Orient horizontal runs parallel with walls and column lines.
4. Clean exterior surfaces of installed piping system of superfluous materials. During construction, properly cap all lines and equipment nozzles so as to prevent the entrance of sand, dirt, etc. Each system of piping to be flushed prior to testing for the purpose of removing grit, dirt, sand, etc., from the piping for as long as time is required to thoroughly clean the system.
5. In erecting pipe, friction wrenches and risers shall be used exclusively; any pipe cut, dented or otherwise damaged shall be replaced.

12.3.2 Plumbing fixtures and accessories

1. Install plumbing fixtures and accessories as indicated, in accordance with manufacturer's written instructions, applicable codes and regulations, and in accordance with recognized industry practices to ensure that installation complies with requirements and serves intended function.
2. Protect the installed showers and bathtubs with rigid plywood covers right after the installation to protect from any damage during the installation of the ceramic tiles and other finished activities.
3. Fasten plumbing fixtures securely to supports on building structure. Secure water supplies behind or within wall construction to provide rapid installation.
4. Provide a stop valve in an accessible location in the water connection to each fixture
5. Seal (caulk) all fixtures to walls and floors using G.E. silicone sealant. Match sealant color to fixture color.
6. Replace washers of leaking or dripping faucets and stops.
7. Clean fixtures, trim, and strainers using manufacturers recommended cleaning methods and materials.
8. Upon completion of installation of plumbing fixtures and trim, and after fixtures are water pressurized, test fixture to demonstrate compliance with requirements. Where possible correct malfunctioning units, retest to demonstrate compliance, otherwise remove and replace with new equipment and retest at no cost to Owner.

9. Apply the proper joint sealant and silicone for all joints around all the finished fixtures and accessories as required to provide sealed installations.

13- ELECTRIC WORK

13.1 The extent of the electric work as detailed in Electrical Grounding Scope of Work below.

- Replace all power receptacles with white 16-amp, French-style outlet and 9-amp rectangular style as a duplex when possible. **See drawing #1 and attached photo.
- Install GFCI for wet areas (such as bathroom, kitchen and laundry).
- Professionally label the electric panel with circuit numbers and provide a sheet detailing the use (Kitchen AC, etc.) with two lists – Arabic and English. Provide an electronic copy via email to the COR.
- Install GREEN grounding wire of size according to the connected equipment rating and Table #1.
- In case the main disconnect in the panel is an isolator, replace it with a circuit breaker of 100-amps rating or higher if necessary.
- Total grounding resistance shall not exceed 25Ω .
- **DO NOT** splice the grounding cable from the panel to the grounding pit.
- Grounding cable from the panel to the grounding pit shall be sized according to Table#2.
- Balance the panel loads.
- Replace the panel frame if the frame size is too small to hold the anticipated grounding wires or in case that the panel is not metal.
- The grounding rod shall be a $\frac{3}{4}$ " diameter copper clad steel grounding rod 3 meters long.
- The grounding pit shall be housed in a concrete housing and include a concrete cover with the inscription "GROUNDING PIT".
- The panel should have a neutral and grounding bar.

TABLE #1

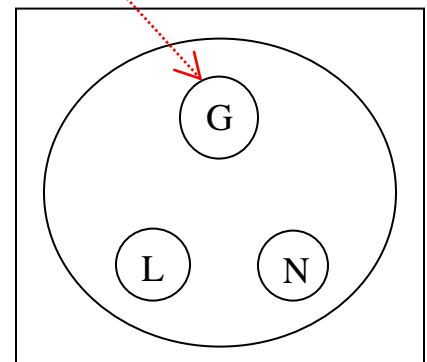
Connected load rating (A)	Grounding copper wire size (mm ²)
20	4
32 or more	6

TABLE#2

Service entrance copper conductors (mm ²)	Ground Electrode Conductor (mm ²)
35	10

Extended Metal Pin

Drawing #1



1. Light fixtures (as specified)
2. Wiring devices, products of (Engineering home) or equal approved
3. Power panels, products of (Engineering home) or equal approved
4. Wires and cables, products of (Engineering home) or equal approved
5. Conduits and boxes, products of (Engineering home) or equal approved



Keep the hot line on the left hand side, ground on the top and the neutral on the right.

13.4 Execution

- 13.4.1 The work will be performed according to approved shop drawings. Any changes due to field condition are to be discussed with the responsible engineer.
- 13.4.2 Conduit joints shall be made by brushing plastic solvent cement on insides of plastic coupling fittings and on outsides of duct ends. Each duct and fitting shall be slipped together with a quick 1/4' turn twist to set the joint tightly.
- 13.4.3 A 1/4 nylon or polypropylene pulling rope shall be pulled in each unused or spare conduit.
- 13.4.4 All conduits shall be rigid PVC conduit.
- 13.4.5 Field-made bends and offsets shall be made with an approved conduit air heaters or a special fittings can be used. Crushed or deformed raceways shall not be installed.
- 13.4.6 Conduits shall be securely and rigidly fastened in place at intervals of not more than 2 meters and within 300 mm of boxes, cabinets, and fittings with approved wall brackets, conduit clamps, conduit hangers or ceiling trapeze.
- 13.4.7 Conduits shall be fastened to boxes and cabinets with connectors, locknuts and bushings.
- 13.4.8 Exposed raceways shall be installed parallel or perpendicular to walls or structural members.
- 13.4.9 Power raceways shall not contain more than four 90-degree bends or the equivalent in any one run. Communication raceways shall not contain more than two 90-degree bends or the equivalent in any one run.
- 13.4.10 A conduit-coupling fitting, threaded on the inside, shall be installed flush with the finish floor.
- 13.4.11 The bottom of boxes installed in ceramic tiles for concealed wiring shall be mounted flush with the tiles and at edges of the tiles to minimize cutting of tiles.
- 13.4.12 Color-coding shall be provided for service, feeder, branch and ground conductors. Color shall be green for grounding conductors and white for neutrals. Grounding conductor shall be bare copper, except where installed in conduit with associated phase conductors. Insulated conductors shall be of the same material as phase conductors and green color coded.
- 13.4.13 When the installation is complete, the conduits shall be sealed with approved sealing compound.
- 13.4.14 Provide expansion connector for every expansion joint in the building.

- 13.4.15 Conductor phase and voltage identification shall be made by color-coded insulation. Conductors with black insulation may be furnished and identified by the use of half-lapped bands of colored electrical tape wrapped around the insulation for all entire length inside power panels and boxes. Phase identification shall be maintained continuously for the length of a circuit, including junctions.
- 13.4.16 The color coding for 3-phase low voltage system shall be as follows: Red (A), Yellow (B), and Blue(C).
- 13.4.17 The feeders shall be tagged to indicate the electrical characteristics (voltage, HZ, cable size, circuit number and panel designation).
- 13.4.18 Control circuit conductors shall be identified by color-coded insulation (black color-coded) and marked by numbers.
- 13.4.19 All wires and C.B.'s inside power panels shall be marked by numbers.
- 13.4.20 All wires inside light fixtures, receptacles, disconnects switches and boxes shall be marked with circuit numbers and panel configuration.
- 13.4.21 All power panels shall be provided with circuit directory card to indicate clearly circuit no., CB size, wire size and load.
- 13.4.22 All power panels, disconnect switches ... etc, shall be tagged with labels.
- 13.4.23 All data, telephone outlets shall be empty conduits with pull wires between outlets and back to main box.
- 13.4.24 All TV outlets shall be provided with 3- coaxial cables per outlets in a 25mm conduit.

13.5 Test:

- 13.5.1 Megger test for cables and wires.
- 13.5.2 Performance test for light fixtures, receptacles, A/C system, etc

End of specifications

Cleaning Services Check List

Item	Completed	Notes

Plumbing Services Check List

Item	Completed	Notes

Electrical Services Check List

Item	Completed	Notes

HVAC Services Check List

Item	Completed	Notes

Carpentry Services Check List

Item	Completed	Notes

Roofing Services Check List

Item	Completed	Notes

Gardening Services Check List

Item	Completed	Notes

Masonry Services Check List

Item	Completed	Notes

General Mechanical Services Check List

Item	Completed	Notes

Safety Equipment Services Check List

Item	Completed	Notes

Exhibit 5
Government Furnished Property N/A

<u>Item</u>	<u>Qty</u>
1-Water Heater	3-4 for each apartment
2- American outlet	3-4 for each apartment

Exhibit 6
Monthly Report

Monthly Report for the Month of _____

AMERICAN EMBASSY, _____

1. Services requested during the month:

Task Order	Location/Description	Dates	Status
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Other Notes (include task order number):

A. Problems Encountered:

B. Major Repairs Needed:

[illegible][illegible]

Exhibit 7
Contractor Furnished Property

The contractor shall use only environmentally preferable chemical cleaning-products. The contractor shall identify products by brand name for each of the following product types:

- (a) All-purpose cleaner
- (b) General degreaser
- (c) General disinfectant
- (d) Graffiti remover
- (e) Chrome and brass cleaner/polish
- (f) Glass cleaner
- (g) Furniture polish
- (h) Floor stripper
- (i) Floor finisher
- (j) Carpet cleaner
- (k) Solvent spotter
- (l) Gum remover
- (m) Wood floor finish
- (n) Bathroom hand cleaner/soap
- (o) Bathroom disinfectant
- (p) Bathroom cleaner
- (q) Bathroom deodorizers
- (r) Urinal deodorizers
- (s) Lime and scale remover

In addition, the contractor shall provide following non-chemical products containing the maximum feasible amount of recovered materials:

- (1) Bathroom tissue - The bathroom tissue must contain at least 100% recovered materials and 50% post-consumer content.
- (2) Toilet Seat Covers - Toilet seat covers must contain at least 100% recovered materials and 50% post-consumer content.
- (3) Paper Towels - The paper towels must contain at least 100% recovered materials and 40% post-consumer content.
- (4) General Purpose industrial wipes - The general purpose industrial wipes must contain at least 100% recovered materials and 40% post-consumer content.
- (5) Plastic trash bags - Plastic trash bags must contain at least 25% post-consumer content.

Information on environmentally preferable products (EPP) is available on the Internet at <http://www.epa.gov/opptintr/epp.htm>.

All non-chemical products (paper, plastic, etc.) should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guide (CPG) if the products are CPG-designated items. CPG information is available on the Internet at <http://www.epa.gov/cpg>.

Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

Once this list of products has been approved by the Contracting Officer, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective, the Contractor would otherwise like to propose an alternative product, or the Contracting Officer would like to propose a more environmentally preferable product, either the Contractor or Contracting Officer may propose for consideration an “equal” product. If the parties agree to the replacement product, the contract will be modified.

Exhibit 8

SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer
U.S. Embassy, **[Post name]**
[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of **[Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]**, which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[contract number]** for **[description of work]** at **[location of work]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of contractor]** of **[address of contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: **[Name]**

Address:

Representative(s): _____

Location: _____

State of Inc.: _____

Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

Exhibit 9

UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL					

EGP

Allowance Items:

PROPOSAL PRICE TOTAL: EGP

Alternates (list separately do not total)

Offeror:

Date

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.
(APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other

returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship;

☐ Partnership:

☐ Corporate Entity (not tax exempt);

☐ Corporate Entity (tax exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name _____
TIN _____

(End of provision)

[Note to Contracting Officer: If you include FAR 52.204-7 in the solicitation, delete FAR 52.204-6]

K.4 52.204-8 Annual Representations and Certifications. (May 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is \$16.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
--------------	-------	------	--------

_____	_____	_____	_____
-------	-------	-------	-------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax

court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies

available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 52.225-18 Place of Manufacture (Sept 2006)

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States);
or

(2) ☐ Outside the United States.

K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:

Address:

Telephone Number:

K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals		Local nationals: _____

where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of *[contracting officer insert country of performance and check the appropriate block below]* –

☐ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

K. 10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.11. Section K 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

(c) *Representation*. By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.12. 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (Nov 2011)

(a) *Definitions.*

“Person”—

(1) Means—

- (i) A natural person;
 - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
 - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition;
- and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Info-seek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov/>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

REFERENCE	TITLE	DATE
52.204-6	CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS ALT	(FEB 2012)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION	OCT 1997

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery indefinite-quantity contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ***[Note to Contracting Officer: designate the official or location where a protest may be served on the Contracting Officer.]***

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements shall make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY on written interpretations by the Contracting Officer.

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits that are a part of this solicitation.

L.4.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	<u>Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u>	<u>2</u>
2	<u>Price Proposal and completed Section B - Supplies OR Services and Prices/Costs.</u> The price proposal shall include a completed Section J, Exhibit 9, " <u>BREAKDOWN OF Proposal Price By Divisions Of Specifications.</u> "	<u>2</u>
3	Business Management/Technical Proposal.	_____

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

*The total number of copies includes the original as one of the copies.

L.4.3 DETAILED INSTRUCTIONS

L.4.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.4.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. All applicable portions of this form shall be completed in each relevant category (such as labor, materials, etc.).

L.4.3.3 Volume III: Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a bar chart indicating when the various portions of the work will be started and completed

within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned start and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);

(9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;

(10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default).

(12) Environmental Preference Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror must list all chemical cleaning products and non-chemical products that will be used.

L.5 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

An organized site visit has been scheduled for Monday, July 30, 2012 at 11:00 am. Participants will meet at 4A Rd253 Degla (front gate of the American school)

Second site visit will be conducted on July 31st, 2012 at 11.00 am. Participants will meet at 21 Bolous Hanna, Dokki.

L.6 PREPROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on **August 2nd, 2012 at 1.30 pm time at American Embassy Compound at 8 Kamal El Din Salah, Garden City.** Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, oral questions may be taken.

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive

to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Management Consular at 27972102, Fax 27972875**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUN 2006) (DEVIATION)]

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:
Between \$500,000.00-\$1,000,000.00

L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past **3** years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUN 2006)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Services @ \$3.60 per \$100.00 of employee compensation; or

Construction @ \$4.95 per \$100.00 of employee compensation

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal."

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

(a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing a significant amount of the required.

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time. The end result of this review will be a determination of technical acceptability or unacceptability.

(c) The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;

(5) Necessary equipment and facilities or the ability to obtain them;
and

(6) Otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.